

Agreement entered into as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_  
(hereinafter referred to as "Provider" and AIKEN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as the "County")).

WHEREAS the County has employees, who may from time to time suffer work-related injuries as defined by the Workers' Compensation Laws of the State of South Carolina or require certain other medical services or be subject to certain other requirements related to their employment that require the assistance of medical professionals; and

WHEREAS "Provider" is willing to provide its facility and medical personnel for administration of medical treatment to County employees for Workers' Compensation injuries, and for the administration of the Hepatitis B vaccine series and post-accident drug and alcohol testing per the "County's" operations and policies to be purchased by the County when needed.

NOW THEREFORE the parties agree as follows:

**I. TERM AND DURATION**

**A. INITIAL TERM:**

This Agreement shall have an initial term of (1) One Year, commencing \_\_\_\_\_.

**B. RENEWAL TERMS:**

This Agreement may be renewed for additional terms of one year each up to a maximum of five years total. Any such renewals shall be subject to approval by the County Risk Manager, the County Purchasing Agent, and the County Administrator, and/or his/her designee. Any rate increases in subsequent years shall be subject to review and approval by the County Risk Manager, the County Purchasing Agent, and the County Administrator, and/or his/her designee. Should either party decide not to renew the Agreement, that party shall give written notice to the other at least ninety (90) days prior to the renewal date.

The only persons authorized to release against this agreement are as follows:

1. C. Killian 2. Ruth Gordy 3. B. Sanders 4. Becky Dawes

2. The only persons authorized to approve medical treatment:

1. R Gordy 2. B. Strait 3. B. Sanders

Signatures may be provided for verification.

**C. PROVISIONS FOR CANCELLATION**

The "County", may for any reason, terminate this agreement. Any such termination request shall be made in writing, (90) ninety days in advance of the effective day and sent to "Provider" by certified mail properly addressed to the other party.

## II. OBLIGATIONS OF PROVIDER

In additions to the obligations set forth in the Request for Qualifications, “Provider” will provide the following services for “County” employees;

- A. Administer prompt medical care for all injuries designated by the “County” as being work-related.
- B. To render follow-up care as needed for such employees.
- C. To provide the “County” with documentation related to injuries to its employees including any limitations patient may have in relation to performance of his/her job and duties.
- D. To accept South Carolina Workers' Compensation fees and remove off all ineligible amounts according to the set fee schedule.
- E. To provide copies of notes along with HCFA 1500 forms to ascribed the County’s Workers’ Compensation carriers, administrators and the County Risk Manager.
- F. Comply with all applicable South Carolina and Federal laws and regulations.

## III. OBLIGATIONS OF THE COUNTY

- A. Subject to the provisions of Item IV, (C) below; to notify “Provider” of any job-related accident and authorize initial treatment of the employee(s) involved in such accident.
- B. To provide “Provider’s” office with basic documentation of how accident happened and a description of employee's job description as may be necessary.

## IV. MISCELLANEOUS

- A. “Provider” will indemnify and hold the “County” harmless from any and all claims, actions, liabilities and expenses (including judgments, settlements, court costs and attorney’s fees regardless the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions by, or any failure to perform any obligation undertaken or covenant in this Agreement by “Provider”, its employees, agents, servants or representatives. Upon notice from the “County”, “Provider” will defend; at “Provider’s” own expense all such claims or actions.
- B. “Provider” at its sole cost and expense, shall maintain at all times, a minimum of \$1,000,000 in general liability insurance and unlimited medical liability and malpractice insurance to insure “Provider”, their agents, servants, representatives and employees against all claims for damages arising from or resulting from “Provider’s” performance or failure to perform any of its obligations under this Agreement.

#### C. NO REQUIREMENT TO REFER/RESTRICTION FROM REFERRING

The Agreement shall not be construed to restrict the "County's" judgment to use another medical provider where necessary or desirable, to provide proper and appropriate treatment or care to a patient or to comply with the wishes of the patient, the "County", or the "County's" third party administrators.

#### D. SPECIALIST REFERRAL

If "Provider" recommends referral to a specialist, approval shall be obtained, in advance, from the County's Risk Manager or his/her designee unless such referral is of an emergent nature.

#### E. MEDICAL RECORDS

"Provider" shall keep accurate and complete medical records relating to patient care activities and shall file them in a timely and acceptable manner. All related original medical records shall remain the property of "Provider". "Provider" shall comply with all applicable provisions of the Health Insurance and Accountability Act of 1996 and regulations issued thereunder.

#### F. ACCESS TO BOOKS AND RECORDS

- I. Upon the written request of the Secretary of Health and Human Services, the US Comptroller General, or any duly authorized representative, the "County" and "Provider" shall make available those contracts and records necessary to verify the nature and extent of the costs of providing services under this Agreement. The "County" and "Provider" shall maintain its records for the period of five years after date of claim closure.
2. Upon written request, "Provider" shall make available all related medical records to the Aiken County Risk Manager, the Assistant County Administrator, or the County Administrator.
3. "Provider" shall comply with Aiken County Code; Section 2-717

#### G. RELATIONSHIP OF PARTIES

This Agreement is an agreement for the provision of services. "Provider" or is an independent provider of services and is not an employee, partner or agent of the "County". This Agreement establishes no relationship of employer-employee, principal-agent, or partnership between the "County" and "Provider".

#### H. JURISDICTION AND APPLICABLE LAW

- I. The principle place of business for the purpose of this Agreement is South Carolina and any litigation arising from this Agreement shall be proper and only may be brought in a court of competent jurisdiction in Aiken County, South Carolina.

2. The law of the State of South Carolina shall govern this Agreement.

I. NON-DISCRIMINATION

Neither the "County" nor "Provider" will discriminate on the basis of race, color, sex, age, religion, national origin, handicap, or disability status in providing services under this Agreement or in the selection of employees, agents or independent contractors.

J. SOVEREIGN IMMUNITY

Aiken County specifically claims sovereign immunity from claims, suits, or causes of action; to the maximum extent allowed by law.

K. RATE SCHEDULE

"Provider" shall accept the South Carolina Workers' Compensation allowed fees and shall adjust fees accordingly at time of payment.

L. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. Any changes to the Agreement shall only be effective if set forth in writing signed by each party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Aiken County

By: \_\_\_\_\_

Ronnie Young

Council Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_